



Minnesota Nurses Association

proposal to

Mayo Clinic Health System - Mankato, MN

2019 Contract Negotiations

September 19, 2019

MINNESOTA NURSES ASSOCIATION

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**UNION PROPOSAL #1**

**SECTION 2. HOURS**

**A. Hours of Work and Overtime**

The basic work period shall be eighty (80) hours to be worked during a two- (2) week pay period. The regular workday will be eight (8) hours. The basic work period will be so arranged that on alternating weekends (Saturday and Sunday), the two days off shall be consecutive.

All time worked in excess of eighty (80) hours in any two- (2) week pay period or over eight (8) hours in one (1) day shall be paid for at the rate of time and one-half (1½). Paid sick leave and vacation hours shall be considered as hours of work for overtime purposes. (Effective 12-28-16 the previous sentence sunsets)

For nurses on a flexible work schedule, the basic work period shall be forty (40) hours per week. A nurse shall be paid time and one-half (1½) for work in excess of forty (40) hours per week. Even though the total hours worked during a week may not exceed forty (40), a nurse working in excess of her or his scheduled workday shall be paid at the rate of time and one-half (1½) for all excess time so worked.

A nurse will not be disciplined or discriminated against because of the legitimate use of overtime. A nurse will not be disciplined or discriminated against for declining to work overtime. ~~where she/he affirms that she/he is not physically or mentally able to do so safely. Unanticipated overtime will not be mandated greater than once every 28 days. Unanticipated overtime are any hours worked before or after a nurse's scheduled shift.~~

Orientation for all nurses will occur within an employee's FTE of record unless otherwise stated in the posting or pursuant to mutual agreement between the nurse and the manager.



## **UNION PROPOSAL #2**

### **SECTION 3. SALARY**

#### **B. Shift Differentials**

Nurses working the 3:00 - 11:30 p.m. shift will receive an additional ~~two-dollars one-dollar and fifty cents~~ (\$~~1.50~~~~2.00~~) per hour; nurses working the 11:00 p.m. - 7:30 a.m. shift will receive an additional two dollars ~~and fifty cents~~ (\$~~2.00~~~~50~~) per hour. Nurses working a split shift shall receive extra compensation prorated from the above schedule for those hours worked after 3:00 p.m.

Nurses with a work agreement or who make a twelve (12) week (or longer) commitment to working straight evening or straight night shifts and who work a minimum of thirty-two (32) hours per pay period shall receive a premium of ~~three dollars and twenty-five~~ ~~two-dollars and seventy-five~~ cents (\$~~2.75~~~~3.25~~) per hour for straight evenings and ~~four dollars~~ ~~three-dollars and fifty cents~~ (\$~~3.50~~~~4.00~~) per hour for straight nights, as shown in Salary Charts reflecting the rate of pay for nurses on straight evening or straight night shifts.

Nurses working permanently on the evening or night shift shall have premium included as part of vacation, holiday, and sick pay (effective 12-28-16 "vacation" changes to "PTO" and "holiday" and "sick pay" sunsets).

#### **E. Recognition of Prior Experience and Confirmation of Work Agreement**

Upon the employment by the Hospital of a nurse who has had prior experience as a professional nurse, either in some other hospital or during a period of prior employment in the Hospital, the Hospital will review and evaluate the experience and qualifications of such nurse and assign such credit as the Hospital deems reasonable to the previous experience of the nurse. For the purpose of classification of the nurse under Section 3 of this Agreement relating to salary, this credit will be considered as the equivalent of employment in the Hospital.

Nurses hired on or after January 1, 2008, or nurses at Mayo Clinic Health System Mankato transferring from non-contract positions to contract positions who fall between length of service steps 10-12 and 12-15 on the salary scale will be credited with their hours of service and placed on the salary scale accordingly. Movement to the next salary step will be based on actual hours of service.

The Hospital will provide all nurses with a written confirmation of the nurse's employment understanding. This confirmation shall include her or his salary and increment level, including the credit assigned for prior work experience, the number of hours per payroll period for which the nurse is being employed, the shift rotation, and the unit or station to which the nurse will be assigned.

Upon request, the Hospital will provide documentation of the nurse's FTE, shift(s) and weekend rotation.



Nurses are expected to work their work agreement. However, nurses will not be penalized or disciplined for excessive sick time for missed shifts if the work agreement is honored, on average, over a three- (3) month period. For sick time usage, compliance with the work agreement will be calculated based on hours worked, not authorized hours.

Nurses will not be disciplined for tardiness related to weather events.

#### NEW SUBSECTION J PICC Line Differential

Nurses working in the role as PICC line nurse will be paid two dollars and fifty cents (\$2.50) for all hours worked as PICC line nurses.

#### NEW SUBSECTION K Short Notice Peri-Op On-Call Bonus

- A. Nurses agreeing to work call shifts that are vacated or open within 24 hours prior to the start of the call shift shall be paid a short notice bonus of fifteen dollars (\$15.00) per hour to help address the open or vacated call shifts open. The short notice bonus shall apply only to open or vacated call-shifts that are picked up at the hospitals request.
- B. To be eligible to receive a bonus, the nurse must have picked up and worked at least one open call shift from during or immediately preceding posted schedule and not have called in sick during the pay period in which the bonus shift occurs.

#### NEW SUBSECTION L Preceptor Pay

- A. Preceptor Program. A nurse who serves in the role of preceptor shall be paid two dollars and fifty cents dollars (\$2.50) per hour in addition to the regular rate of pay for all designated hours as preceptor hours. A nurse who is working in the role of both preceptor and charge nurse will be eligible for both differentials.
- B. Preceptors shall be eligible for this compensation when providing orientation to an RN orientee, student, intern, or capstone. Paid training programs on teaching and preceptor training will be provided prior to the role starting and on an on-going basis to the core group of preceptors on each unit. Registered nurses who may fill in for the preceptor but who are not in the dedicated role shall be eligible for the compensation for all hours worked in which they assume the duties of the preceptor, whether or not they have taken the preceptor training course.

#### NEW SUBSECTION M Uniform/Equipment Stipend

- A. Nurses will be given an annual stipend each contract year of one-hundred and fifty dollars (\$150.00) so they may be able to purchase nursing scrubs/uniforms, new shoes, and/or nursing equipment.



#### NEW SUBSECTION N     Severe Weather Lodging Voucher

- A. During unsafe weather and travel conditions, the Hospital shall provide to the nurses, at the nurse's request, a voucher to pay for lodging at a hotel.

#### NEW SUBSECTION O     Pay for Certification

- A. Upon successfully completing a nationally recognized certification program, a nurse will be reimbursed by the Hospital for testing or application fee costs of certification or re-certification.

Annually, on November 1 of each year, the Hospital shall pay a bonus of four hundred and fifty dollars (\$450.00) to any regularly scheduled nurse who currently holds a certification by examination from a recognized and reputable national nursing specialty organization. To receive this bonus the nurse shall, prior to November 1, provide to the Hospital a copy of the certification and shall have exhibited at least competent performance throughout the prior year. This annual certification bonus shall be paid to the nurse for the respective length of the certification. Per diem nurses who work at least a 0.4 FTE (annualized October 1 through September 30) will be eligible for a certification bonus in the amount of two hundred dollars (\$200).

Nurses with more than one certification will be paid for each certification, up to a maximum of two (2) certifications paid.



## **UNION PROPOSAL #3**

### **SECTION 4. ON-CALL**

#### **C. Off Premise On-Call Pay**

Nurses who are required to take on-call shall, for the inconvenience of such duty, be paid four dollars and sixty cents (\$4.60) per hour for on-call duty for weekdays.

Effective October 1, 2014, the off premise on-call rate will be four dollars and seventy-five cents (\$4.75) per hour. On Saturdays, Sundays, and holidays, nurses on-call shall be paid at the rate of six dollars and ten cents (\$6.10) per hour for on-call duty

Effective October 1, 2014, the Saturdays, Sundays and holiday on-call rate will be increased to six dollars and twenty-five cents (\$6.25) per hour.

If the nurse is called to work while on-call off premises, she/he will be guaranteed not less than ~~two (2)~~ **four (4)** hours pay. A nurse called to work while on-call shall be paid time and one-half the regular rate of pay for all hours worked during the on-call period. The on-call pay will not be paid for those hours where a nurse has been called to work and is being compensated as provided in this section.



## **UNION PROPOSAL #4**

### **SECTION 5 PART-TIME NURSES**

#### **NEW SUBSECTION C     Increase in Part-time Hours**

A regularly scheduled part-time nurse who, over a six- (6) month period, is consistently scheduled for or consistently works more shifts than the number confirmed pursuant to Section 3 E, or the most recent amendment to that employment understanding, shall, upon request of the nurse, have her or his confirmed number of work shifts increased up to the average number of shifts actually worked in the preceding six (6) months. If there are nurses holding recall rights to available hours, confirmation of increased work shifts to a nurse under this provision shall be delayed until qualified nurses holding recall rights to available hours have been offered recall. The above notwithstanding, no nurse shall be regularly scheduled for greater than full-time hours.



## **UNION PROPOSAL #5**

### **SECTION 8 PAID TIME OFF**

#### **NEW SUBSECTION D**

1. Slotted PTO sign-up periods
  - a. Sign-up will be held twice a year and will align with Unit Based Scheduling dates.
  - b. Requests will be made for in six-month time frames.
    - i. October through March
    - ii. April through September
  - c. Requests shall be granted immediately upon sign up in the vacation calendar logbook.
    - i. Nurses' PTO dates cannot be increased or decreased without nurses' consent.
2. PTO request process
  - a. Time slots are assigned based on the unit seniority with most senior registered nurses given the first available slot. If the nurse is not available to personally sign up for PTO, the nurse may designate someone to request the PTO for them.
  - b. A vacation calendar will be available for the time periods defined above for nurses to review. This calendar will have daily vacation targets for nurses to review.
  - c. PTO request/s will be for full shift/s only.
  - d. During the sign-up period the nurse will mark on the vacation calendar the dates they want vacation and how many PTO days they would like to use while still fulfilling their FTE.
  - e. Once PTO is granted a nurse may give back PTO at any point in time, but no later than the designated deadline prior to the UBS sign-up period.
  - f. Remaining PTO days will be posted for review. Prior to the UBS sign-up period, waitlist and first come, first served requests will be reviewed and granted/denied within 3 calendar days.
    - i. First come, first served requests will be granted by seniority. If two nurses request PTO on the same calendar day/s (midnight to 2359) the more senior nurse will be granted the request.
3. Waitlist
  - a. If calendar days are full, nurses may sign up on a wait list under the approved PTO nurse/s.
  - b. Nurses listed on the wait list will be offered PTO in order of sign up.
  - c. During prime times, wait list requests will count as part of the nurse's allotted days.
  - d. If a nurse decreases their FTE after the sign-up period, PTO will be adjusted to their FTE.
  - e. If a nurse increases their FTE, they can work with their manager or find their own coverage for the additional PTO days needed.



4. Non-primetime PTO requests
  - a. There are no minimums or maximums for PTO requests.
  - b. The number of weekends requested and weekend single day requests are not limited.
  - c. No partial shift requests.
5. Primetime PTO requests
  - a. Primetime periods, May 15 through September 15 and one week preceding Christmas through the week following New Year's a nurse may only sign up for a maximum amount of days based on their FTE.
    - i. 1.0 FTE - 15 days
    - ii. .9 FTE - 14 days
    - iii. .8 FTE - 12 days
    - iv. .75 FTE - 11 days
    - v. .7 FTE - 10 days
    - vi. .6 FTE - 9 days
    - vii. .5 FTE - 7days
  - b. Scheduled Weekends
    - i. The weekend is considered (for PTO purposes only) as 3:00 p.m. Friday through 7:00 a.m. Monday.
    - ii. No single day weekend PTO requests will be granted.
    - iii. The entire three (3) day weekend must be requested or the PTO request will be denied.
    - iv. Maximum of 2 weekends allowed during prime-time months.
6. Unscheduled/scheduled PTO may only be granted after the posted schedule is published if, a nurse on an approved leave day, sick day and/or that nurse finds their own coverage. Approved PTO must be used unless given back before the posted give back date.
  - a. PTO cannot be returned after the give back date.
  - b. Nurses may pick up shifts around their approved PTO, but they may not eliminate the use of their PTO once approved.
  - c. If a nurse works on a day they have been previously granted PTO, they shall be allowed to return this PTO.
7. It is the responsibility of every nurse to check their PTO bank and be aware of how many hours they have accumulated. Use the PTO calculator to help forecast PTO accrual. If a nurse does not have enough PTO in their bank by the PTO give back day, it is their responsibility to reach out to the unit manager to discuss their PTO request(s). Managers will work with the nurse to determine how to appropriately accommodate PTO request(s).
8. The UBS RN balancers and management will work together to ensure that the PTO process and PTO granting calendar is posted correctly; nurses are signing up for vacation as outlined; and nurses are signing up for PTO in a timely manner.



# NEW SUBSECTION E      Vacation Targets Per Unit

Productive FTE based on below grid. Will be re-evaluated annually in LMC

Unit productive FTE	Maximum allowed off per 24-hour period	Maximum of hours allowed off per 24-hour period	Maximum allowed off on any given shift and total off per 24-hour period	Units
< 14.9	2	20	Max of <u>1</u> off on any given shift for a total of <u>2</u> off in a 24-hour period	
15 – 30.9	3	28	Max of <u>1</u> off on any given shift for areas with 3 scheduled shifts per 24 hours for a total of <u>3</u> off in a 24-hour period  Max of <u>2</u> off on any given shift for areas with 2 scheduled shifts per 24 hours for a total of <u>3</u> off in a 24-hour period	
31 – 43.9	4	36	Grant <u>1</u> off per shift with a max of <u>2</u> off on any given shift for a total of <u>4</u> off in a 24-hour period	
44 – 53.9	5	44	Grant <u>1</u> off per shift with a max of <u>2</u> off on any given shift for a total of <u>5</u> off in a 24-hour period	
54 – 63.9	6	52	Grant a max of <u>2</u> off on any given shift for a total of <u>6</u> off in a 24-hour period	
64– 73.9	7	60	Grant <u>2</u> off per shift with a max of <u>3</u> off on any given shift for a total of <u>7</u> off in a 24-hour period	
74+	8	68	Grant <u>2</u> off per shift with a max of <u>3</u> off on any given shift for a total of <u>8</u> off in a 24-hour period	



NEW SUBSECTION F      Floating Personal Time Off

Registered Nurses will receive 7 days of floating personal time off each contract year at a time mutually agreed upon between each individual nurse and the Hospital.



## **UNION PROPOSAL #6**

### **SECTION 10. HEALTH AND SAFETY**

#### **NEW SUBSECTION E      Workplace Violence**

The Hospital and Association recognize the effects traumatic events of violence directed at staff and the obligation of the Employer to provide a safe and secure environment for patients, visitors, and staff. In order to ensure the professional longevity and continued health of staff who work in areas where violent events occur, the Hospital and Association agree to the following commitments:

#### **Preventive Efforts**

- The Hospital shall provide a summary of all incident reports involving violence as defined by Minnesota Statute 144.566 at each regularly scheduled Labor Management Committee. This summary will include a description of the incident, the response, and efforts to mitigate future incidents of the same or similar nature.
- The electronic medical record shall have a pop-up or other prominent alert feature to alert staff accessing a record that the patient or the patient's family has a history of violence toward staff and/or visitors. Security shall be alerted and will maintain a heightened presence in any area where the patient is receiving care.
- On obstetric units, the Hospital shall immediately notify staff on the unit when the biologic father of a baby (either born or unborn) is unknown and there is potential that two or more persons who may be the father could attempt to visit the unit. Upon request of staff, the Hospital shall assign a security officer to the unit 24/7 for the duration of the patient's admission.
- Behavioral Restraints. An RN who accepts a patient assignment where that patient is in violent restraints and/or seclusion they will not be part of the count for the staffing matrix on the unit for as long as that patient is in physical restraints. When a nurse is performing 1:1 of a patient in restraints or seclusion, the nurse will be taken out of the count and not be required to leave the bedside of the patient to perform nurse duties.
- Signage will be posted and clearly visible at all nurse stations of every unit in the Hospital which shall indicate that violence of any kind is not permitted on Hospital premises.
- The Hospital shall provide a panic button on each nursing wing.

#### **Traumatic Events**

A Registered Nurse who has been assaulted at work and is unable to continue working, as determined in the nurse's sole discretion, will be given the opportunity to be free from duty for all scheduled hours for seventy-two (72) hours after the assault without loss of pay or the need to use benefit time.

The Hospital and Association recognize the effects violent traumatic events directed at staff have on the whole person. In order to ensure the professional longevity and



continued health of staff, the Hospital and Association agree to the following provisions for all Registered Nurses.

1. Units that require Security Alerts and/or Workplace Violence Training as a component of mandatory education shall also provide resiliency training and self-defense training to all nurses that provide patient care on those units on not less than the same frequency that Security Alerts and/or Workplace Violence training is provided.
2. When a violent event occurs on a unit an immediate documented debrief will take place that includes all staff involved and a nurse designated by the Association.
3. When assessing unscheduled absences, the proximity of staff involved in a traumatic event shall be taken into consideration as a mitigating factor in the application of any attendance policy utilized by the Hospital.
4. Any nurse who opts to utilize the time off provision as stated above will be offered to be included in a debrief consisting of providers, management, nursing staff, therapy staff, clergy, any staff members directly or indirectly involved in the incident, and a designee of the Association. The debrief should be a safe space for staff to discuss and decompress from traumatic events and no discipline shall result from these sessions. This debrief will take place within seventy-two (72) hours. Within seven (7) days of the event a report of the event shall be presented to the Association which shall include all documented reports and investigatory notes as well as outcomes.
5. A nurse who has been the victim of violence that was committed by a patient or that patient's family shall not be required to assume the assignment of that patient on a future date without the consent of the nurse.
6. The Hospital shall immediately notify all staff working on the premises if there is an event that creates a building lockdown protocol. Staff will be given detailed instructions that include actions to be taken for the protection and well-being of patients, families, and themselves. Charge nurses will receive information regarding the location and type of incident that initiated the lock down protocol and shall receive annual lockdown training to direct staff, patients and visitors to safety on units during a lockdown.
7. If a unit exceeds ten (10) violent incidents in any given month a review will be conducted by the Hospital Labor Management group and through mutual agreement, changes will be implemented as the group identifies opportunities to promote safety.

This review shall include, at a minimum:

- a. The number of nurses scheduled for the shift;
- b. The number of nurses working the shift;



- c. The number and classification of other staff scheduled for the shift;
- d. The number and classification of other staff working the shift;
- e. The impact, if any, of the geography of the unit;
- f. Security presence on the unit;
- g. Admission criteria for the unit;
- h. Patient room placement within the unit;
- i. Physical barriers present in staff areas;
- j. The availability and location of staff assistance or duress buttons.



## **UNION PROPOSAL #7**

### **SECTION 12. POSTING OF POSITIONS, SPECIAL ASSIGNMENTS, AND SPECIAL PROJECTS**

#### **A. Posting of Positions**

A new work agreement will be given to each nurse accepting a new posting and will be made available upon request.

When a nursing position is open, notice of the availability of such position shall be posted on-line via the Hospital's current system. Such notice shall include the classification, the number of hours per pay period, the shift or shift rotation, the length of shifts in the position, the unit or location of the available position, the contract status, and the required qualifications for the position. The notice shall be posted for seven (7) days before permanently filling the position.

In filling a bargaining unit position, the primary consideration shall be given to the applicant's qualifications (knowledge, skill, and abilities). Bargaining unit nurses meeting the required qualifications shall be given preference over nurses not currently employed in the bargaining unit by the Hospital; and as between nurses employed by the Hospital, preference shall be given to the most senior qualified bargaining unit nurse.

In the event that the qualifications for the position change prior to the position being filled, the Hospital agrees to withdraw the posting and repost the position with the revised qualifications.

Per Diem nurses accrue seniority but it cannot be used except to make decisions between two (2) per diem nurses. It will be carried forward for the per diem nurse who transfers to a regularly scheduled position.

The above notwithstanding, when a flex-hour position is posted on a unit having no open unfilled FTEs, preference for the position shall be given to the most senior qualified nurse on that unit.

Transfer to a position for which a nurse has been selected through the posting process may not be delayed for more than 30 days without the consent of the nurse.

**If there are no nurses in the queue to increase or decrease their FTE Open** shifts of work equal to .1 FTE to .3 FTE **shall may** be posted on an individual unit and made available to nurses on that unit desiring to increase their FTE if the Hospital has assessed the need for the hours or the possible need to combine them with other open hours and still determines the individual shifts should be posted.

A Registered Nurse may request to decrease their FTE by .1 FTE and up to .3 FTE by submitting a request electronically. The nurse's FTE after the reduction must equal .4 FTE or greater. **If the unit is able to grant a decrease in FTE, a posting of**



the .1 FTE to .3 FTE increase and decrease will occur on the unit. Nurses can request to increase or decrease their work agreement at any time. These requests will be reviewed In January and June of each year and the reduction or increase will be granted in the first schedule of February or July respectively.

A nurse may request an increase and decrease in hours once in a 12-month period from June to June or January or January.

A nurse must be employed in their current department, post orientation, for a period of three (3) months prior to being eligible to apply for a posted position outside of their current department. Nurses may apply for open positions within their department and be granted this as stipulated in this agreement.

B. Posting of Schedules

The eight (8) week final work schedule shall be posted no later than four (4) weeks in advance of the nurses' scheduled work hours. The posted schedule of hours shall not be changed without the consent of the affected nurse.

A regularly scheduled part-time nurse desiring more work hours may request additional hours prior to the posting of the work schedule.

During the pre-posting period, determined through routine tasks developed and reviewed by LMC, nurses desiring extra shifts may sign up on the tentative schedule for open shifts, including those shifts tentatively assigned as extra to other part-time nurses. A nurse may sign up for extra shifts on the schedule of any unit for which the nurse is qualified.

Open and available shifts shall be posted 4 weeks prior to the final posting of the schedule. Nurses will be able to view, sign up for, and be granted these extra shifts up to full time (1.0). Target or core numbers will be posted when the open and available shifts are posted. The open and available shifts will be granted on a first come, first served basis up to 24 hours prior to the final posting of the schedule. If two nurses simultaneously request to work the same open shift in the same day (midnight to midnight) the request will be granted to the most senior nurse.

After the final posting of the schedule, Extra non-overtime shifts will be granted, in seniority order, first to nurses assigned to the unit having the open shift(s), then to qualified nurses from other units. The Hospital may, but is not obligated to, assign requested overtime shifts. Regularly scheduled part-time nurses so requesting shall be scheduled for available non-overtime work shifts before such shifts are offered to per diem nurses above their required number of shifts.

A nurse scheduled for an extra shift and subsequently canceled by the Hospital will receive seniority and benefit credit for the shift canceled. The canceled shift will not be counted as one of the four (4) allowable mandatory low-need days referred to in Section 22(B2).



The LMC will develop policies specifying the order in which shifts will be granted and cancelled.



## **UNION PROPOSAL #8**

### **SECTION 15 LEAVES OF ABSENCES**

#### **NEWSUBSECTION I      Family Leave**

All employees who work or are scheduled an average of .4 FTE or more are eligible for paid childbirth/adoption leave upon the birth or adoption of a child for care, bonding and/or the acclimation of the child. Leave under this section shall be limited to twelve (12) weeks of paid leave per twelve (12) month rolling period at the employee's regular rate of pay. No minimum length of service is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents. To be eligible for leave an employee must be the parent; or in the case of adoption the employee must be the prospective adoptive parent. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event and will not serve to increase the length of leave for an employee. In the event an infant child dies while an employee is using adoption/childbirth leave for that infant, adoption/childbirth leave terminates on the date of the death.



## **UNION PROPOSAL #9**

### **SECTION 17. EDUCATIONAL DEVELOPMENT**

- A. The Hospital will make available to eligible nurses a Professional Development and Assistance Program on the same terms and conditions that the Plan is offered by the Hospital to its non-contract employees and as may be amended by the Hospital from time to time.
- B. Quarterly education shall be provided to all registered nurses so they will have an a comprehensive understanding of all current acuity systems and acuity charting employed by the Hospital to ensure these nurses are able to utilize and help other nurses on their units to use any and all related to acuity tools, acuity systems, and acuity charting systems appropriately.
- C. An Associate Degree (AD) nurse employed at the Hospital prior to October 1, 2013 will not be required to attain a Bachelor of Science in Nursing (BSN) as long as the nurse remains employed in an MNA bargaining unit position by the Hospital.
- D. Education required by the Hospital shall be provided on paid time. Where the Hospital requires certain training for nurses and such training is not available in the Mankato area, the Hospital shall pay for the training and related travel time. Such expense must be pre-approved by the Hospital. The Hospital agrees to reimburse expenses incurred by the nurses for mileage, hotel and meals for such education consistent with Hospital policy.



## **UNION PROPOSAL #10**

### **NEW SECTION 18 PRECEPTOR**

- A. To be considered and selected for a position of preceptor, a nurse must have been off of orientation for at least one (1) year. It is preferred that the nurse work authorized hours of 48 to 80 per pay period in order to ensure regular presence, knowledge, and understanding of nursing practice at the Hospital. Authorized hours of less than 48 may be considered if the nurse has consistently worked more hours than authorized for the last six to twelve months equaling or greater than 40 hours per pay period. If a nurse has recently reduced hours to less than 48, the nurse's worked hours will be evaluated within one year to ensure regular presence, knowledge, and understanding of the Hospital. Casual and per diem staff are typically not eligible for the preceptor role unless they meet the above criteria.
- B. To be selected for the position of preceptor the nurse must volunteer. The nurse must also demonstrate knowledge and nursing clinical competence, effective communication skills, teamwork, professionalism, and leadership skills and qualities.
- C. If selected as a Preceptor, the nurse must complete the course offered by the Hospital.
- D. Quarterly, the Nurse Manager and Preceptor will evaluate the nurse's ability to continue in the role of preceptor based on the needs of the unit, skills and competency. They will also consider such factors as the nurse's demonstrated interest in the role, professionalism, and leadership skills and qualities.
- E. The value of the stated guidelines notwithstanding, it is not the intent of the guidelines to serve as a barrier to assuring that each unit have enough preceptors.



## **UNION PROPOSAL #11**

### **SECTION 27. SHIFT OF CHOICE**

Full-time and part-time nurses with length of employment in the Hospital as defined in Section 22 of ten (10) or more years (20,800 hours) shall be afforded the opportunity to work a permanent shift of the nurse's choice subject to the following conditions:

- A. The offering of permanent shifts shall be objectively determined on a unit basis and shall not adversely affect the need to provide proper staffing and experience levels on all shifts. A committee of staff nurses and nursing management on each unit will develop a specific plan for the development of shift of choice positions. These plans will be reviewed annually in Labor Management.
- B. Shift of choice will be offered to eligible nurses in order of the earliest request to the latest request. If a shift of choice is denied, a plan will be developed between the Manager and the applicant, with a review of the plan every six months. If a nurse's request for shift of choice is denied two times in a twelve (12) month period and if a mutually agreeable decision cannot be reached, the parties will refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twelve (12) work days of receipt of the Hospital's response.

The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Minnesota Nurses Association, one (1) representative of the Hospital, and a third neutral member to be selected by the first two. In the event that the first two cannot agree upon a third neutral member within an additional five (5) days, such third neutral member shall be selected from a list of nine (9) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service (FMCS), Greater Twin City Metropolitan area list.

A majority decision of the Board of Arbitration will be final and binding upon the Minnesota Nurses Association and the Hospital. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Association.

The Hospital and the Association may waive the requirement of a three-member panel and agree that the arbitration case may be heard and decided by a single neutral arbitrator.

For all purposes of this section, work days shall include Monday through Friday and shall exclude all Saturdays, Sundays, and federal holidays. The time limitations provided herein may be extended by mutual written agreement of the Hospital and the Association.



- C. A nurse eligible for and seeking a shift of choice assignment may elect an assignment of days, evenings, nights, or rotating assignment. The nurse will indicate on the Hospital's Shift of Choice Form the shift, hours, and weekend rotation being requested. The nurse will be notified of receipt of the application within seven days, with a decision to be made within 30 days of application.
- D. No confirmed work agreement as provided in Section 2 specifying the number of hours per payroll period and shift rotation of a currently employed nurse will be involuntarily changed. Shift of choice will take precedence over other work agreement language.
- E. A nurse may use this election to fill any available position, including a flexible work schedule or weekend schedule, but may not use the election to require the creation of new work schedules.
- F. To the extent that permanent day shifts are selected on a unit, it is understood and agreed that the balance of the staff on such units may be required to work additional evening and night shifts occasioned by the establishment of permanent day shifts, up to fifty (50) percent of the nurse's work shifts as provided in Section 2 A.
- G. Eligible nurses who cannot be offered a permanent shift on their present unit shall be given reasonable opportunity to transfer to other units where vacancies exist and where permanent shifts may be established, provided that such nurses are presently qualified, with unit orientation, to perform the duties of the vacant position in the other unit.
- H. A confirmed shift of choice assignment will not transfer to another unit. A nurse granted a transfer may make written request for shift of choice on the new unit and such request will be considered in accordance with this Section.
- I. When a nurse who is shift of choice eligible accepts a position as a permanent Charge Nurse, the nurse will hold her/his shift of choice status in the event the nurse returns to a staff nurse role on the unit. Years of service as Charge Nurse will be counted towards eligibility for shift of choice.

#### NEW SUBSECTION J.

If it is determined in LMC by both parties that more straight shifts can be posted these straight shifts must be offered to nurses waiting for SOC approval prior to posting these shifts internally or externally.



## **UNION PROPOSAL #12**

### SECTION 32 Charge Nurse

- B. 1. Charge Nurses will be employed on all shifts, working .9 FTE, .75 FTE, or .6 FTE, 12-hour shifts, straight days or straight nights; (relief charge nurses may have rotating shift work agreements) except where a particular unit or service is not 24/7 or where the hospital determines special circumstances require a different Charge Nurse schedule.
2. A Charge Nurse may request a change in the nurse's FTE using the normal process for FTE changes. ~~The Patient Care Manager will have the discretion to grant the requested change based on the Unit's needs in order to maintain adequate coverage levels.~~ There will be no change to a Charge Nurse's FTE without the nurse's consent.
- C. Per the charge nurse's discretion, a Charge Nurse he/she may or may not have a patient assignment based on unit, census, acuity, and intensity. A charge nurse will not be required to take a patient assignment by the Hospital unless the he/she agrees without coercion.
- D. A nurse hired in a permanent Charge/Lead Nurse position shall be paid an additional ~~two-four~~ dollars (\$24.00) per hour for all paid time, including benefit time.
- ~~I. Charge Nurses are subject to mandatory overtime only to cover the C.N. role if no other C.N. is available to cover the need.~~



## **UNION PROPOSAL #13**

### **SECTION 33. SAFE PATIENT STAFFING**

If a Charge Nurse determines that the staffing level or acuity levels on her/his unit may not support new admissions, the charge nurse will notify the Unit Manager and/or Administrative Supervisor to work collaboratively to resolve the concern. Evaluation of the situation will include the following factors:

- Staffing Acuity System and/or Staffing Plans
- Experience level of RN staffing
- Unit activity such as admissions, discharges and transfers
- Availability of ancillary resources
- Availability of staff from other units
- Ability to redistribute current assignments

A preceptor or orientee will not be pulled from their scheduled orientation duties or shift.

If the PICC line nurses, pager nurses, and/or Rapid Response nurses are pulled from their roles, the Hospital will go on divert until there are nurses capable of working in these roles.

#### **Acuity System**

Any acuity system put into effect at Mayo Mankato will drive appropriate staffing for patient needs.

Bedside nurses will comprise at least fifty percent (50%) of any grassroots committee or meeting regarding an acuity system where parameters for patient care are being decided and recommendations regarding an acuity system are being made. Both parties recognize that some final decisions are made on an organizational level where this amount of bedside nursing representation will not apply. However, any changes made to an acuity system by these organizational level groups will be brought back to the grassroots committees.

A subcommittee of LMC will be charged to manage the acuity system(s).

1. Appoint staff nurse and a Management "Champion" who will co-chair the subcommittee;
2. Develop a system to educate managers and staff nurses on how to use the current acuity system(s);
3. Improve the use and usefulness of the system;
4. Calculate and distribute workload index numbers.

To ensure staffing acuity systems and staffing plans are effective and meeting the needs of the patients and the nurses, .2 FTE of two bargaining unit nurse positions will be



dedicated to creating acuity systems superusers for purposes of auditing, educating, and providing feedback to staff and patient care managers to improve appropriate utilization of the acuity scoring systems.

If the issue cannot be resolved and resources cannot be reallocated, the Charge Nurse will collaborate with the Unit Manager or Administrative Supervisor to determine if the unit should be closed temporarily. Any decision to close a unit will be made ~~jointly by the Administrative Supervisor and~~ the Charge Nurse and no such temporary closure will exceed four (4) ~~two (2)~~ hours. If the closure is to go beyond four (4) ~~two (2)~~ hours, that decision is the responsibility of the Administrative Supervisor. Furthermore, if any temporary unit closure would have the effect of diverting patients from the Hospital, such closure must be approved in advance by the Administrator on call.

If the decision is made to temporarily close the Unit, the Charge Nurse and Administrative Supervisor will continue on-going evaluation and assessment of the unit's staffing needs. The unit will automatically reopen after four (4) ~~two (2)~~ hours unless the closure period has been extended as provided for above.

It is recognized that certain situations such as community emergencies, EMTALA, or other legally required admissions may require the unit to admit a patient. In those situations, the Charge Nurse will continue to work with key decision makers to explore alternative solutions.

A retrospective review of any closure may be initiated by nursing leadership to evaluate the event leading to the decision to close. This retrospective review will be non-disciplinary and non-accusatory. Unit closure and acuity systems data will be reviewed by the LMC.



## **UNION PROPOSAL #14**

### **SECTION 38. FLOATING**

The Principles included in this Article address both the issue of who floats and what to expect when floating to another unit. These guidelines may be modified by agreement of the Labor Management Committee.

For the purposes of this section the following definitions apply.

CLOSED UNIT: The unit that supports itself. Nurses do not float in or out of such unit.

Including, but not limited to;

OR Department

NO-FLOAT UNIT: A unit that received help as needed to support the needs of the unit.

Staff on these designated units do not float outside their unit. Including, but not limited

to;

Behavioral Health

Emergency Department

PRE/POST

OB

PEDIATRICS/SPECIAL CARE NURSERY



## UNION PROPOSAL #15

### APPENDIX A

#### PER DIEM REGISTERED NURSES

##### MAYO CLINIC HEALTH SYSTEM MANKATO

Amended 2010-2013, 2016-2019

The following sets forth the understanding between MNA and the Hospital regarding per diem nurses (defined as those RNs at the Hospital who are not scheduled to work on a regular basis):

1. Per diem registered nurses shall be a part of the MNA bargaining unit and covered by the MNA Contract with the agreed modifications that follow. Per diem nurses will be subject to the MNA membership requirements set forth in Section 1 of the Contract. Membership dues will be paid by the nurse to the MNA.

2. A Per Diem Nurse shall be placed on the appropriate step of the salary scale based on education and experience pursuant to Section 3 E, "Recognition of Prior Experience," plus an additional hourly amount of ~~eight six~~ (\$86.00) dollars per hour of work. Salary will be determined upon negotiations with the Minnesota Nurses Association. The salary structure is not differentiated for specialty areas.

In no event will a nurse in a per diem position earn an hourly rate less than thirty-two dollars (\$32.00) per hour.

3. To be eligible for per diem status, a nurse must have one year of RN acute care experience. To maintain per diem status, a nurse must work a minimum of sixteen (16) hours per month, thirty-two (32) hours of weekend shifts per calendar year. Nurses may request one month off per year without losing their per diem status. If cancelled, the nurse maintains her/his per diem status. Per diem nurses will be required to maintain competencies required of nurses on the units to which the per diem nurse is assigned. Per diem nurses will be paid for attendance at required educational sessions and/or competency days.

4. The following Contract Sections shall apply to per diem nurses in the same way they apply to all other bargaining unit nurses:

- |                |  |
|----------------|--|
| A. Section 1.  | Representation of Nurses                       |
| B. Section 3.  | Salary   |
|                | Subsection B - Shift Differentials and         |
|                | Subsection F - Longevity Bonus only (Effective |
|                | January 1, 2017 this language sunsets)         |
| C. Section 4.  | On-Call  |
| D. Section 11. | Breakage                                       |



E. Section 12.	Posting of Positions and Work Schedules
F. Section 13.	Association Communication
G. Section 14.	Discipline/Termination of Employment
H. Section 16.	Drug and Alcohol Testing
I. Section 18.	Fair Employment Practices
J. Section 19.	Grievance Procedure
K. Section 20.	Retention of Benefits
L. Section 21.	Transfer of Benefits
M. Section 23.	Successors or Assigns
N. Section 24.	Labor/Management Committee
O. Section 25.	Joint Workgroups
P. Section 29.	No Strikes or Lockouts
Q. Section 30.	Nursing Care Delivery
R. Section 31.	Transfers and New Positions
S. Section 33.	Safe Patient Staffing
T. Section 34.	Temporary Nurses
U. Section 35.	Agency Nurses
V. Section 36.	Personnel Files
W. Section 37.	Pay for Negotiations Time
X. Section 39.	Duration and Renewal

5. The remaining Contract Sections shall apply as modified below:

- A. Section 2, "Hours." Per diem nurses shall receive overtime for work in excess of 8 hours on an 8-hour shift. If they work 12-hour shifts, they will enter into a flex-hour agreement providing for overtime after 40 hours in a week. Scheduling guidelines 1-7 shall not apply. Items 4-8 of the Flexible Work Schedules, Subsection D, shall not apply to per diem nurses.
- B. Section 3, "Salary". ~~Subsection A, Basic Salary and Increments,~~ Subsection C, Extra Weekend Bonus, Subsection D, Extra Weekday Shift Bonus, Subsection E, Recognition of Prior Employment, Subsection H, Educational Increments, and Subsection I, Salary Upon Promotion, shall not apply to per diem nurses. Per diem nurses normally will not be as ~~as~~-lead nurses. If they are, however, Subsection G, Lead Nurse Differential, will apply.
- C. Section 5, "Part-Time Nurses." Does not apply except Subsection E in regard to eligibility to participate in the Hospital's Pension program.
- D. Section 6, "Holidays." Per diem nurses shall be paid time and a half for all hours worked on a holiday.
- E. Section 7, "Sick Leave Paid Time Off/PTO." Per diem nurses do not accrue sick leave PTO (effective 12-28-16 "sick leave" changes to "PTO"). The employee's sick leave PTO balance at the time of the change from active to per diem status



will be entirely restored if the employee returns to active status within one year of her/his change to per diem (effective 12-28-16 this sentence “sunset”).

- F. Section 8, “Vacations Paid Time Off/PTO.” Per diem nurses do not accrue vacation time PTO. The Hospital will pay out accrued vacation PTO to a nurse upon transfer from regularly scheduled to per diem status. (Effective 12-28-16 “vacation” changes to “PTO”)
- G. Section 9, “Insurance Benefits.” Per diem nurses are not eligible for Health and Hospitalization insurance, Dental Insurance, Life Insurance, Short-Term Disability Insurance, or Long-Term Disability Insurance.
- H. Section 10, “Health and Safety.” Applies except a per diem nurse will not be kept whole for loss of salary due to exposure.
- I. Section 15, “Leave of Absence.” Per diem nurses will be granted time off without pay for purposes set forth in Section 15, except that family and funeral leave of absence are not applicable. Such periods during which they are not available to be scheduled will not be considered failure to meet the scheduling requirements for maintaining per diem status.
- J. Section 17, “Educational Development/Certification.” Does not apply to per diem. Only required certification and recertification will be paid by the employer with supervisor approval.
- K. Section 22, “Reduction of Staff, Low-Need Days, and Layoff.” Applies except that (a) when qualifications are not a factor in delivering patient care, shifts of per diem staff are canceled before mandatory low-need days are as; (b) per diem staff would not be used if nurses are in layoff status until after all intermittent shifts that become available are offered to qualified nurses on layoff; and (c) per diem nurses accrue seniority but it cannot be used except to make decisions between two per diem nurses. It will be carried forward for the per diem nurse who transfers to a regularly scheduled position.
- L. Section 26, “Jury Duty.” Time off would be granted to per diem staff for jury duty but not paid.
- M. Section 27, “Shift of Choice.” Does not apply to per diem.
- N. Section 28, “Pension Plan.” Per diem working enough hours to meet the hours eligibility requirement could participate in the Pension Plan. Matching employer contributions would not be made. Section 28 will no longer be in effect January 1, 2018.



## **UNION PROPOSAL #16**

### **DURATION AND RENEWAL**

Except as otherwise provided herein, this Agreement is effective as of October 1, ~~2019~~<sup>6</sup>, and shall continue in full force and effect through and including September 30, ~~2022~~<sup>19</sup>, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party at least ninety (90) days prior to October 1, ~~2022~~<sup>19</sup>, or October 1 of any year thereafter.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be fully executed this day of ~~2019~~<sup>17</sup>.



## **UNION PROPOSAL #17**

### **LETTER OF UNDERSTANDING 2016 – 2019 UNIT BASED SCHEDULING**

During the course of the ~~20196-202249~~ contract negotiations, the parties agreed to the following:

#### **Unit Based Scheduling (UBS)**

1. The Unit Base Scheduling (UBS) Committee will bring all changes to the UBS guidelines to the Labor Management Committee (LMC) for review and approval.
2. Nurses with 10 years of seniority (20,800 hours) and who work a .7 FTE or greater will be granted a block schedule. Each unit will develop and provide a specific plan for implementing block schedules to LMC. LMC will monitor the progress and implementation of the provision.
3. Nurses on rotating shifts will maintain their rotating weekends and holidays in the correct sequence.
  - a. Example- nurses who work day shift on a scheduled weekend or holiday shifts will work evening shift on their next schedule weekend or holiday.
4. Schedule by schedule issues will be addressed by the PCM and balancer.
5. Unit process issues will be brought to the UBS committee. If unable to be resolved, issues will be brought to LMC.
6. Process issues addressed by the UBS will be brought to LMC as informational items.
7. Each nurse has the responsibility to ensure work agreements, contractual guidelines and provisions have been followed.
8. Management shall make available the most current vacation granting policies for nurses to review as needed in order to assist them with time off requests and fulfill scheduling requirements.
9. Process will be revised to allow for all employees, including per diem, to sign up for open shifts prior to the final post.
10. Nurse Managers have ultimate accountability for the posted schedule.



**MAYO CLINIC HEALTH SYSTEM  
MANKATO**

**MINNESOTA NURSES ASSOCIATION**

By \_\_\_\_\_/s/\_\_\_\_\_

\_\_\_\_\_  
Laura Hopkins  
\_\_\_\_\_  
Nurse Administrator  
\_\_\_\_\_

By \_\_\_\_\_/s/\_\_\_\_\_

\_\_\_\_\_  
Kathy McQuillan  
\_\_\_\_\_  
MNA Labor Relations Specialist  
\_\_\_\_\_

By \_\_\_\_\_/s/\_\_\_\_\_

\_\_\_\_\_  
Beth Dittbenner  
\_\_\_\_\_  
Regional Director, Human Resource  
\_\_\_\_\_



## **UNION PROPOSAL #18**

### LETTER OF UNDERSTANDING

between

Mayo Mankato

and

Minnesota Nurses Association

### Patient Flow Programs

1. We are committed to a minimum of four FTEs dedicated to assist with patient flow (ADT) throughout the hospital. Evaluation of the roles will take place in the Labor Management Committee meetings.
2. Within the first year of the contract, the Labor Management Committee (LMC) will evaluate this role in order to increase its efficiency, improve patient flow, and mutually create processes to improve the ADT role.
3. These patient flow (ADT) nurses will assist in admitting, transferring, discharging, or bridging care of patient until the floor nurses are competent and capable to care for the patient safely.

When done well, this will:

- improve the timely provision of quality patient care;
- reduce or eliminate pulling the pager nurses, PICC nurses and Rapid Response nurses;
- increase patient satisfaction;
- improve overall staff satisfaction;
- reduce hold times and bottlenecking of patient flow in areas like ED, PACU procedural areas, walk in admissions, etc.;
- improve the personalized care and service given to patients and their families;
- improve inter-departmental relationships (ER, OR, PACUs, Lab, and X-ray) by making turnaround processes more efficient;
- decrease incremental overtime.



## **UNION PROPOSAL #19**

Across the board wage increase 6.5% for year 2019, 4% for year 2020, and 3.25% for 2021.



## **UNION PROPOSAL #20**

Renewal of all Letters of Understanding that are set to expire with the expiration of the 2016-2019 collective bargaining agreement between Mayo Mankato and the Minnesota Nurses Association.

The Union reserves the right to amend, add, delete, or withdraw without prejudice any and all proposals submitted. The Union also reserves the right to submit future amended, revised or new proposals. Said proposals shall not be used in an Administrative Hearing or Arbitration as evidence of appropriate of interpretation of intent if the proposal is withdrawn by the Union.